

Mary Matuszak
Fiscal Admin. Supv.
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STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
DIVISION OF PURCHASING & MATERIALS MANAGEMENT
Room #2418
2800 Berlin Turnpike
Newington, CT 06131-7546

RFP NO.
15DOT7002

RFP Due Date:
03 December 2015

Date Addendum Issued:
06 November 2015

RFP Addendum #3

PLEASE NOTE:

This document must be signed where indicated below by a person authorized to sign Proposals and Addenda on behalf of your company, and returned with your Request for Proposal (RFP) submission. Failure to do so may result in rejection of your Proposal.

DESCRIPTION: 30', 35' and 40' Low Floor Heavy Duty Clean Fuel Diesel and Hybrid Electric Buses

1. In order to provide adequate time for Proposers to prepare thorough, complete RFP's; the RFP Due Date has been extended to December 3, 2015.
2. **Note to Proposers: Please use the attached Exhibit B (Revised – Addendum #3), Price Schedule, in lieu of the original Price Schedule included in RFP.**
3. The Warranty Provisions stated in Section 1.13 of Exhibit A (pages 43-45 of 50) are considered a requirement and must be included in the price of each bus. However, CTDOT may consider an optional discount from the base bus price for reduced warranty provisions.

Proposers who opt to offer a discount must include a detailed description of their proposed reduced warranty by completing the attached Optional Warranty Provisions Template (a Word version of the document is available by e-mailing a request to mary.matuszak@ct.gov), and submitting it with their RFP. Fill out this form ONLY if you would like to propose optional warranty provisions that are different from those specified on pages 43-45 of 50 of Exhibit A, and offer a reduced warranty discount on the appropriate line item on Exhibit B (Revised-Addendum #3), Price Schedule.

CTDOT reserves the right to accept or reject the option and to require the original warranty provisions stated in the RFP, in its best interest.

4. In response to questions received for various "approved equals"; Proposers are advised to review the following section, which can be found on page 18 of 50, Proposal Requirements, of the RFP Document, and to submit their Proposals accordingly:
Brand Name Specifications and/or References
The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict proposers to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the proposer shall warrant to the State that it is fit for that purpose. RFPs on comparable items must clearly state the exact article being offered including any and all applicable options and the proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the proposer does not indicate that the article offered is other than as specified, it will be understood that the proposer is offering the article exactly as specified. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. RFPs submitted that do not contain this documentation are subject to rejection.
5. In Addendum #2, CTDOT provided conflicting information regarding the submission of Proposals. The correct instruction for the submission of Proposals is: **A: Submit one (1) original and six (6) copies.**
6. CTDOT inadvertently neglected to answer the following questions in Addendum #2, issued on Thursday, October 29, 2015, that were received prior to the Receipt of Questions deadline in accordance with the original Proposal Schedule:

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Section	Page	Q:
1.4 Training, Manuals & Parts Avail	34	Request approval to provide Manufacturer's Bus Service Manuals which contain troubleshooting information on some component while major component troubleshooting manuals (engine, transmission, HVAC, engine cooling) are available for purchase. Additionally, most troubleshooting is performed on the bus using the PLC program via laptop.

A: *Not acceptable. A complete, well-developed troubleshooting guide covering all mechanical, electrical and electronic components, including engine, transmission, and HVAC units.*

Section	Page	Q:
1.4 Training, Manuals & Parts Avail	34	Manufacturer requests acknowledgement that body and structural information, material specifications and drawings are considered proprietary information and are not supplied. In the event restoration is required due to a major accident, Manufacturer's standard procedure is to contact the Technical Service Group who will assist with the reconstruction by supplying proper information.

A: *Not acceptable. It is essential that CTDOT knows what materials are used in the construction of the bus, in order to verify that these specifications are being complied with. CTDOT will keep such information confidential if requested by the manufacturer.*

Section	Page	Q:
1.4 Training, Manuals & Parts Avail	34	Request approval to provide technical manuals which include isometric and perspective view illustrations. These manuals are supplied in PDF electronic format.

A: *This is acceptable, provided that paper copies may be made from the PDF files.*

Section	Page	Q:
1.4 Training, Manuals & Parts Avail	34	Requests approval to provide the use of industry standards as stated by the American Public Transit Association (APTA). Where the parts are ordered by the customer are not received within two working days of the agreed upon time/date and a bus procured under this Contract is out-of-service due to the lack of said ordered parts, then the Contractor (Manufacturer) shall provide the customer, within eight hours of customer's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the customer. Where the contractor (Manufacturer) fails to honor this parts guaranty or parts ordered by the customer are not received within 30 (thirty) days of the agreed upon delivery date, then the Contractor (Manufacturer) shall provide the customer, within 7 (seven) days of Customer's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor (Manufacturer) and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the customer. Contractor's (Manufacturer) design and manufacturing documentation provided to the customer shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

A: *Revisions to the Terms and Conditions may or may not be approved during the negotiation phase of the RFP process, at the sole discretion of CTDOT.*

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Section	Page	Q:
1.4 Training, Manuals & Parts Avail	36	Request approval to supply manuals in a similar format to the specification with the following exceptions: -Operator's Guides are supplied in a 3 hole plastic presentation folder -OEM component supplier published manuals such as engine, transmission and HVAC can only be supplied as made available by the OEM.

A: This format is acceptable but electronically formatted material must also be included as noted in the RFP.

Section	Page	Q:
1.4 Training, Manuals & Parts Avail	36	Request approval to provide updates on Bus Manuals only as it is the responsibility of each OEM component supplier to provide updates to their manuals. Parts Manuals, and all other Manuals, are maintained for 12 and 6 years respectively. Manufacturer requests acknowledgement that warranty retrofits performed to buses are documented and supplied to the customer as Instruction to Service (ITS) documents. After the work is completed to all buses, the ITS documents are evaluated for possible bus manual updates. Manufacturer further requests acknowledgement that Bus Manuals are available for a period of 15 years. The availability of OEM component supplier published manuals is determined by each OEM component supplier.

A: Updates of all manuals and software must be available for 15 years.

Section	Page	Q:
1.4 Training, Manuals & Parts Avail	36	Manufacturer requests acknowledgement that parts pricing lists are not generated. The Recommended Stocking List (RSL) will include the prices for the parts listed. In order to ensure the items within the RSL accurately match the specific bus configuration, the RSL will be delivered 10 days after the Bus Parts Manual has been published. In order to assist CTDOT in satisfying the parts pricing evaluation requirement, Manufacturer will submit draft RSL(s) for each build. The draft RSL(s) will include the part number, item description, lead time and recommended stock quantity and price.

A: Not acceptable.

Section	Page	Q:
1.9 Parts Avail Guaranty	42	Request approval to not extend the bus warranty period based on spare parts delivery. Manufacturer's Warranty Coach Down Order Process will ship out parts via FedEx for overnight delivery, whenever possible. Parts will also be expedited and shipped direct to CTDOT from Manufacturer's suppliers.

A: Revisions to the Terms and Conditions may or may not be approved during the negotiation phase of the RFP process, at the sole discretion of CTDOT

Section	Page	Q:
1.11 Consume. Spare Parts	43	Request approval to provide an accurate Recommended Stocking List (RSL) once the Bus Parts Manual has been published to ensure items accurately match the configuration. The RSL will be delivered 10 days after the Bus Parts Manual has been published. Manufacturer requests approval to use industry standards as stated by the American Public Transit Association (APTA) in providing vendor cross reference information.

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Section	Page	Q:
1.12 Renewal Parts Inventory List & Parts Seminar	43	Request approval to submit a Recommended Stocking List (RSL) in place of the Renewal Parts Inventory List. To ensure the items within the RSL accurately match the bus configuration, the RSL will be delivered 10 days after the Bus Parts Manual has been published.

A: Revisions to the Terms and Conditions may or may not be approved during the negotiation phase of the RFP process, at the sole discretion of CTDOT

All other Terms and Conditions remain the same.

Signature

Date

**STATE OF CONNECTICUT
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PURCHASING & MATERIALS MANAGEMENT**

ComDOT Purchasing Contact:
Mary Matuszak
Fiscal Admin. Supervisor

Telephone Number:
(860) 594-2342
e-mail: mary.matuszak@ct.gov

<p><u>EXHIBIT B</u> PRICE SCHEDULE <u>REVISED – Addendum #3</u> For RFP No. 15DOT7002</p> <p align="center"><u>IMPORTANT!</u> <u>RETURN ORIGINAL AND THREE COPIES</u></p>	<p>PROPOSER NAME:</p> <p>SSN OR FEIN #</p>
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Payment terms are net 45 days. Any deviation may result in RFP rejection.
RFP prices shall include all transportation charges FOB state agency.

	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE
	<p>MAKE AND MODEL</p> <p align="center">DATE OF DELIVERY After Receipt of Order (ARO)</p>		
	<u>DIESEL</u>		
1.	30' Low Floor: _____ days ARO	each	\$ _____
2.	35' Low Floor: _____ days ARO	each	\$ _____
3.	40' Low floor: _____ days ARO	each	\$ _____
	<u>HYBRID Electric</u>		
4.	30' Low Floor: _____ days ARO	each	\$ _____
5.	35' Low Floor: _____ days ARO	each	\$ _____
6.	40' Low Floor: _____ days ARO	each	\$ _____
	<p>EXPEDITED PAYMENT DISCOUNT: DISCOUNT SHALL BE LISTED BELOW AND MUST BE A MINIMUM OF TEN (10) DAYS. IF NONE, SO STATE: _____</p> <p>Discount Percentage: _____ %</p> <p>Discount Maximum Time Period: _____ Days</p> <p>Discount for optional reduced warranty provisions (Optional Reduced Warranty Provisions Template must be submitted with RFP for consideration of this item)</p>	Per Bus	\$(_____)

OPTIONAL REDUCED WARRANTY PROVISIONS TEMPLATE

Note:

Fill out this form **ONLY** if you would like to propose optional warranty provisions that are different from those specified on pages 43-45 of 50 of Exhibit A, and offer a reduced warranty discount on the appropriate line item on Exhibit B (Revised-Addendum #3), Price Schedule.

The complete bus, propulsion system, components, major subsystems and body and chassis structure are to be warranted free from defects and related defects for _____ months or _____ miles, whichever comes first, beginning on the date of revenue service. The warranty is based on regular operation of the bus under the operating conditions prevailing in CTDOT's locale.

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from defects and related defects for _____ years or _____ miles, whichever comes first.

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or fatigue failure sufficient to cause a Class 1 or Class 2 failure for a period of _____ years or _____ miles, whichever comes first.

Propulsion system components, specifically the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from defects and related defects for the standard _____ years or _____ miles, whichever comes first. An extended warranty to a maximum of _____ years or _____ miles, whichever comes first, may be purchased at an additional cost.

The warranty shall include towing, travel, and all related expenses.

Contractor warrants the ECS for _____ years or _____ miles, whichever comes first. The ECS shall include, but is not limited to, the following components:

- Complete exhaust system, including catalytic converter (if required)
- After-treatment device
- Components identified as emission control devices

Major subsystems shall be warranted to be free from defects and related defects for _____ years or _____ miles, whichever comes first. Items included as major subsystems are listed below:

- Brake system
- Destination signs
- Heating, ventilating
- AC unit and compressor
- Door systems
- Air compressor
- Air dryer
- Wheelchair lift and ramp system
- Starter
- Alternator
- Charge air cooler
- Fire suppression
- Power plant driven or mounted fan drive and power steering hydraulic or electric systems
- Cooling systems
- Radiator
- Transmission cooler

- Passenger seating (excluding fabric)
- Fuel system and delivery system
- Surveillance system including cameras and video recorders.
- Communications Equipment
- Hybrid drive system including battery storage and controls
- Beltless alternator
- Paint and decal provisions
- Corrosion protection
- Electric fan system
- Multiplex system

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship are not completed due to lack of material or inability to provide the proper repair for 30 (thirty) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

The warranties shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if CTDOT fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and that if that omission caused the part or component failure. CTDOT shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

The warranties shall not apply to the following items: scheduled maintenance items, normal wear-out items and items furnished by CTDOT.

The Contractor shall pass on to CTDOT any warranty, offered by a component supplier, that is superior to that required herein. The Contractor shall provide a list to CTDOT noting the conditions and limitations of the superior warranty not later than start of production. The superior warranty shall not be administered by the Contractor.

A fleet defect is defined as cumulative failures of 20 percent (20%) in the same components in the same or similar application where such items are covered by warranty. A fleet defect shall only apply to the warranty period.

For the purpose of fleet defects, each option order shall be treated as a separate bus fleet. In addition, should there be a change in a major component within either the base order or an option order, the buses containing the new major component shall become a separate bus fleet for the purposes of fleet defect.

The Contractor shall correct a fleet defect under the warranty provisions defined in this document. After correcting the defect, CTDOT and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other buses and spare parts purchased under this contract. Where the specific defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed-to arrangement.

The fleet defect warranty provisions shall not apply to CTDOT-supplied items, such as radios, fare collection equipment, communication systems and tires. In addition, fleet defects shall not apply to interior and exterior finishes, hoses, fittings and fabric.

The Contractor is responsible for all warranty-covered repair work. To the extent practicable, CTDOT will allow the Contractor or its designated representative to perform such work. At its discretion, CTDOT may perform such work if it determines it needs to do so based on transit service or other requirements. Such work shall be reimbursed by the Contractor.

If CTDOT detects a defect within the warranty period, it shall, within twenty (20) working days, notify the Contractor's representative. The Contractor or its designated representative shall, if requested, begin work on warranty-covered repairs within five (5) working days after receiving notification of a defect from CTDOT. CTDOT shall make the bus available to complete repairs timely with the Contractor's repair schedule.

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the option of CTDOT, the Contractor may be required to remove the bus from the property of CTDOT while repairs are being affected. If the bus is removed from CTDOT's property, repair procedures must be diligently pursued by the Contractor's representative.

If CTDOT performs the warranty-covered repairs, it shall correct or repair the defect and any related defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, CTDOT may use Contractor-specified parts available from its own stock if deemed in its best interests.

CTDOT may require that the Contractor supply parts for warranty-covered repairs being performed by the CTDOT. Those parts may be remanufactured but shall have the same form, fit and function and warranty. The parts shall be shipped prepaid to CTDOT from any source selected by the Contractor within ten (10) working days of receipt of the request for said parts and shall not be subject to a CTDOT handling charge.

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor.

The Contractor shall, upon specific request of CTDOT, provide a failure analysis of fleet defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within sixty (60) days of the receipt of failed parts.

CTDOT shall be reimbursed by the Contractor for labor. The amount shall be determined by CTDOT for a technician at a straight time wage rate plus fringe benefits and overhead adjusted for CTDOT's most recently published rate in effect at the time the work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in CTDOT's service garage at the time the defect correction is made.

CTDOT shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus 22.5 percent handling costs. Handling costs shall not be paid if the part is supplied by Contractor and shipped to CTDOT.

The Contractor shall reimburse/respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after CTDOT submits the claim and defective part(s), when requested. The parties should reconcile all outstanding warranty claims at least once per quarter throughout the entire warranty period.

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by CTDOT with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five (5) working days.

If an item is declared to be a fleet defect, the warranty stops with the declaration of the fleet defect. Once the fleet defect is corrected, the item(s) shall have remaining time and/or miles of the original warranty. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to CTDOT.

The following list represents requirements by CTDOT to the Contractor for processing warranty claims. One (1) failure per bus per claim is allowed.

1. Bus number and VIN
2. Total vehicle life mileage at time of repair
3. Date of failure/repair
4. Acceptance/in-service date
5. Contractor part number and description
6. Component serial number
7. Description of failure
8. All costs associated with each failure/repair (invoices may be required for third party costs)
 - a. Towing
 - b. Road calls
 - c. Labor
 - d. Materials
 - e. Parts
 - f. Handling
 - g. Troubleshooting time

CTDOT's standardized forms will be accepted if all of the above information is included. Electronic submittal may be used if available between the Contractor and CTDOT.

CTDOT must include the following when returning defective parts to the Contractor.

1. Part needs to be tagged with
 - a. Bus number and VIN
 - b. Claim number
 - c. Part number
 - d. Serial number (if available)

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.